

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION**

ASSA REALTY LLC,

Plaintiff,

Civil Action 1:17CV1257-LO-JFA

v.

FEYYAZ OCALAN and CASSA HOUSING LLC,

Jury Demand

Defendants.

**ANSWER AND AFFIRMATIVE DEFENSES OF FEYYAZ OCALAN AND CASSA  
HOUSING LLC TO FIRST AMENDED COMPLAINT**

Feyyaz Ocalan and Cassa Housing LLC generally deny all of the averments of the First Amended Complaint and Demand for Jury Trial (hereinafter, the “Amended Complaint”), Document 34 on the docket of this proceeding, except to the extent designated averments or paragraphs are expressly admitted in this Answer.

**I. THE PARTIES**

1. Feyyaz Ocalan and Cassa Housing LLC do not have the information necessary to admit or deny the allegations of Paragraph 1 of the Amended Complaint and for that reason Feyyaz Ocalan and Cassa Housing LLC deny the same.

2. Feyyaz Ocalan and Cassa Housing LLC admit the allegations of Paragraph 2 of the Amended Complaint.

3. Feyyaz Ocalan and Cassa Housing LLC admit the allegations of Paragraph 3 of the Amended Complaint.

4. Feyyaz Ocalan and Cassa Housing LLC admit the allegations of Paragraph 4 of the Amended Complaint.

## **II. JURISDICTION AND VENUE**

5. Paragraph 5 of the Amended Complaint consists of legal averments to which Feyyaz Ocalan and Cassa Housing LLC are not required to make a response, and on that basis Feyyaz Ocalan and Cassa Housing LLC deny the same.

6. Paragraph 6 of the Amended Complaint consists of legal averments to which Feyyaz Ocalan and Cassa Housing LLC are not required to make a response, and on that basis Feyyaz Ocalan and Cassa Housing LLC deny the same.

7. Paragraph 7 of the Amended Complaint consists of legal averments to which Feyyaz Ocalan and Cassa Housing LLC are not required to make a response, and on that basis Feyyaz Ocalan and Cassa Housing LLC deny the same.

8. Paragraph 8 of the Amended Complaint consists of legal averments to which Feyyaz Ocalan and Cassa Housing LLC are not required to make a response, and on that basis Feyyaz Ocalan and Cassa Housing LLC deny the same.

## **III. BACKGROUND**

### **A. Plaintiff's Alleged CASSA Mark**

9. Feyyaz Ocalan and Cassa Housing LLC do not have the information necessary to admit or deny the allegations of Paragraph 9 of the Amended Complaint and for that reason Feyyaz Ocalan and Cassa Housing LLC deny the same.

10. Feyyaz Ocalan and Cassa Housing LLC do not have the information necessary to admit or deny the allegations of Paragraph 10 of the Amended Complaint and for that reason Feyyaz Ocalan and Cassa Housing LLC deny the same.

11. Feyyaz Ocalan and Cassa Housing LLC do not have the information necessary to admit or deny the allegations of Paragraph 11 of the Amended Complaint, and for that reason Feyyaz Ocalan and Cassa Housing LLC deny the same. Notwithstanding the foregoing, and subject thereto, Feyyaz Ocalan and Cassa Housing LLC admit that the public records of the U.S. Patent and Trademark Office show a trademark registration for the standard character mark CASSA, as alleged in Paragraph 11 of the Amended Complaint, as having been issued to Assa Realty LLC on November 15, 2016 based on an application filed June 10, 2013.

12. Feyyaz Ocalan and Cassa Housing LLC do not have the information necessary to admit or deny the allegations of Paragraph 12 of the Amended Complaint, and for that reason Feyyaz Ocalan and Cassa Housing LLC deny the same. Notwithstanding the foregoing, and subject thereto, Feyyaz Ocalan and Cassa Housing LLC admit that the public records of the U.S. Patent and Trademark Office show a trademark registration for the standard character mark CASSA, as alleged in Paragraph 12 of the Amended Complaint, as having been issued to Assa Realty LLC on September 26, 2016 based on an application filed June 10, 2013.

13. Feyyaz Ocalan and Cassa Housing LLC do not have the information necessary to admit or deny the allegations of Paragraph 13 of the Amended Complaint, and for that reason Feyyaz Ocalan and Cassa Housing LLC deny the same.

14. Feyyaz Ocalan and Cassa Housing LLC do not have the information necessary to admit or deny the allegations of Paragraph 14 of the Amended Complaint, and for that reason Feyyaz Ocalan and Cassa Housing LLC deny the same.

15. Paragraph 15 of the Amended Complaint consists of legal averments to which Feyyaz Ocalan and Cassa Housing LLC are not required to make a response, and on that basis Feyyaz Ocalan and Cassa Housing LLC deny the same.

**B. The CASSA HOUSING Mark**

16. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that they offer “Infringing Services” as alleged in Paragraph 16 of the Amended Complaint; otherwise, Feyyaz Ocalan and Cassa Housing LLC admit the allegations of Paragraph 14 of the Amended Complaint.

17. Feyyaz Ocalan and Cassa Housing LLC began using the CASSA HOUSING trademark no later than March 2013. Therefore, Feyyaz Ocalan and Cassa Housing LLC deny the allegation that the date of first use of the CASSA HOUSING trademark occurred in and around November 2015 and no earlier than July 2015; otherwise, Feyyaz Ocalan and Cassa Housing LLC admit the allegations of Paragraph 17 of the Amended Complaint.

18. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing Domain Name” or an “Infringing Web Site” as alleged in Paragraph 18 of the Amended Complaint. Feyyaz Ocalan and Cassa Housing LLC state that the domain name cassahousing.com was registered in early 2013, as is readily apparent from the WHOIS database maintained and made available to the public by Internet Corporation for Assigned Names and Numbers (ICANN). Feyyaz Ocalan and Cassa Housing LLC admit that cassahousing.com is used to promote the services of Cassa Housing LLC. Except where admitted by the foregoing, Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 18 of the Amended Complaint.

19. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing Domain Name” or an “Infringing Web Site” or “Infringing Services” as alleged in Paragraph 19 of the Amended Complaint; otherwise, Feyyaz Ocalan and Cassa Housing LLC admit the allegations of Paragraph 19 of the Amended

Complaint.

20. Feyyaz Ocalan and Cassa Housing LLC admit the allegations of Paragraph 20 of the Amended Complaint.

21. Feyyaz Ocalan and Cassa Housing LLC do not have the information necessary to admit or deny the allegations of Paragraph 21 of the Amended Complaint, and for that reason Feyyaz Ocalan and Cassa Housing LLC deny the same. Notwithstanding the foregoing, Feyyaz Ocalan and Cassa Housing LLC state that their use of CASSA HOUSING as alleged in Paragraph 21 of the Amended Complaint predates the applications to register CASSA as a trademark on the Principal Register as alleged in Paragraphs 11 and 12 of the Amended Complaint.

22. Feyyaz Ocalan and Cassa Housing LLC deny that their services are substitutable for the services which Plaintiff alleges it provides under the CASSA name, and Feyyaz Ocalan and Cassa Housing LLC deny that they compete with Plaintiff; otherwise, Feyyaz Ocalan and Cassa Housing LLC do not have the information necessary to admit or deny the allegations of Paragraph 22 of the Amended Complaint, and for that reason Feyyaz Ocalan and Cassa Housing LLC deny the same.

23. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing Mark” as alleged in Paragraph 23 of the Amended Complaint; otherwise, Feyyaz Ocalan and Cassa Housing LLC admit the allegations of Paragraph 23 of the Amended Complaint.

24. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing CASSA Mark” or “Infringing Services” as alleged in Paragraph 24 of the Amended Complaint; otherwise, Feyyaz Ocalan and Cassa

Housing LLC do not have the information necessary to admit or deny the allegations of Paragraph 24 of the Amended Complaint, and for that reason Feyyaz Ocalan and Cassa Housing LLC deny the same. Notwithstanding the foregoing, and subject thereto, Feyyaz Ocalan and Cassa Housing LLC state that they are not aware of any communication in which a person intending to contact Plaintiff mistakenly contacted Feyyaz Ocalan or Cassa Housing LLC instead.

25. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny the allegations of Paragraph 25 of the Amended Complaint.

**C. Registration and Use of the cassahousing.com Domain Name**

26. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing Domain Name” as alleged in Paragraph 26 of the Amended Complaint; otherwise, Paragraph 26 of the Amended Complaint consists of legal averments to which Feyyaz Ocalan and Cassa Housing LLC are not required to make a response, and on that basis Feyyaz Ocalan and Cassa Housing LLC deny the same.

27. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing Domain Name” as alleged in Paragraph 27 of the Amended Complaint; otherwise, Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 27 of the Amended Complaint.

28. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing Domain Name” or an “Infringing Web Site” as alleged in Paragraph 28 of the Amended Complaint.

29. Feyyaz Ocalan and Cassa Housing LLC state that their use of CASSA HOUSING is not a use of the CASSA mark and that, even if it were determined to be a use of the CASSA

mark, it is a use protected under the Trademark Act, 15 U.S.C. §§ 1057(c) and 1115(b)(5); consequently, the circumstance that Feyyaz Ocalan and Cassa Housing LLC have not sought authorization from Plaintiff is immaterial. Feyyaz Ocalan and Cassa Housing LLC admit that they have no contractual relationships with, and therefore no trademark authorizations from, Plaintiff.

30. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing Domain Name” as alleged in Paragraph 30 of the Amended Complaint; otherwise, Feyyaz Ocalan and Cassa Housing LLC assert that the allegations of Paragraph 30 are incomprehensible and on that basis deny the same.

31. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing Domain Name” or an “Infringing Web Site” as alleged in Paragraph 31 of the Amended Complaint. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 31 of the Amended Complaint.

32. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing Domain Name” or an “Infringing Web Site” as alleged in Paragraph 32 of the Amended Complaint. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 32 of the Amended Complaint.

33. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing Domain Name” or an “Infringing Web Site” as alleged in Paragraph 33 of the Amended Complaint. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 33 of the Amended Complaint.

34. Feyyaz Ocalan and Cassa Housing LLC do not have the information necessary to admit or deny the allegations of Paragraph 34 of the Amended Complaint, and for that reason

Feyyaz Ocalan and Cassa Housing LLC deny the same. In addition, paragraph 34 of the Amended Complaint contains legal averments to which Feyyaz Ocalan and Cassa Housing LLC are not required to make a response, and on that basis Feyyaz Ocalan and Cassa Housing LLC deny the same. As for the allegations of Paragraph 34 concerning the contractual relationship between Plaintiff and its attorneys, Feyyaz Ocalan and Cassa Housing LLC do not have the information necessary to admit or deny the allegations of Paragraph 34 of the Amended Complaint, and on that basis Feyyaz Ocalan and Cassa Housing LLC deny the same. Feyyaz Ocalan and Cassa Housing LLC assert that Plaintiff's claim lacks merit and that Plaintiff has no right to make any recovery at all in this action, much less a recovery of its legal fees.

**V. COUNT ONE (Alleged Trademark Infringement Under 15 U.S.C. § 1114)**

35. Paragraph 35 of the Amended Complaint consists of legal averments to which Feyyaz Ocalan and Cassa Housing LLC are not required to make a response, and on that basis Feyyaz Ocalan and Cassa Housing LLC deny the same.

36. Paragraph 36 of the Amended Complaint consists of legal averments to which Feyyaz Ocalan and Cassa Housing LLC are not required to make a response, and on that basis Feyyaz Ocalan and Cassa Housing LLC deny the same.

37. Feyyaz Ocalan and Cassa Housing LLC do not have the information necessary to admit or deny the allegations of Paragraph 37 of the Amended Complaint, and for that reason Feyyaz Ocalan and Cassa Housing LLC deny the same. Notwithstanding the foregoing, and subject thereto, Feyyaz Ocalan and Cassa Housing LLC admit that the public records of the U.S. Patent and Trademark Office show: a U.S. Trademark Registration No. 5,082,510 for the standard character mark CASSA as having been issued to Assa Realty LLC on November 15, 2016 based on an application filed June 10, 2013; and a U.S. Trademark Registration No.



5,293,360 for the standard character mark CASSA as having been issued to Assa Realty LLC on September 26, 2016 based on an application filed June 10, 2013.

38. Feyyaz Ocalan and Cassa Housing LLC do not have the information necessary to admit or deny the allegations of Paragraph 38 of the Amended Complaint, and for that reason Feyyaz Ocalan and Cassa Housing LLC deny the same..

39. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there are “Infringing Services” as alleged in Paragraph 39 of the Amended Complaint; otherwise, Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 39 of the Amended Complaint.

40. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing CASSA Mark” as alleged in Paragraph 40 of the Amended Complaint. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 40 of the Amended Complaint.

41. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing CASSA Mark” as alleged in Paragraph 41 of the Amended Complaint. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 41 of the Amended Complaint.

42. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing CASSA Mark” as alleged in Paragraph 42 of the Amended Complaint. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 42 of the Amended Complaint.

43. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing CASSA Mark” as alleged in

Paragraph 43 of the Amended Complaint. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 43 of the Amended Complaint.

44. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and deny the allegations of Paragraph 44 of the Amended Complaint.

45. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and deny the allegations of Paragraph 45 of the Amended Complaint.

46. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and deny the allegations of Paragraph 46 of the Amended Complaint.

**VI. COUNT TWO (Alleged False Designation of Origin Under 15 U.S.C. § 1125(a))**

47. Paragraph 47 of the Amended Complaint consists of legal averments to which Feyyaz Ocalan and Cassa Housing LLC are not required to make a response, and on that basis Feyyaz Ocalan and Cassa Housing LLC deny the same.

48. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 48 of the Amended Complaint. By way of emphasis, and not to limit the denial, Feyyaz Ocalan and Cassa Housing LLC deny that a mark intended to sound like the Italian and Spanish words for “house”, as alleged in Paragraph 10 of the Amended Complaint, is necessarily distinctive when applied to services relating to real estate.

49. Feyyaz Ocalan and Cassa Housing LLC do not have the information necessary to admit or deny the allegations of Paragraph 49 of the Amended Complaint, and for that reason Feyyaz Ocalan and Cassa Housing LLC deny the same.

50. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing CASSA Mark” as alleged in Paragraph 50 of the Amended Complaint. Feyyaz Ocalan and Cassa Housing LLC deny the

allegations of Paragraph 50 of the Amended Complaint.

51. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing CASSA Mark” as alleged in Paragraph 51 of the Amended Complaint. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 51 of the Amended Complaint.

52. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing CASSA Mark” as alleged in Paragraph 52 of the Amended Complaint. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 52 of the Amended Complaint.

53. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing CASSA Mark” as alleged in Paragraph 53 of the Amended Complaint. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 53 of the Amended Complaint.

54. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 54 of the Amended Complaint.

55. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 55 of the Amended Complaint.

56. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 56 of the Amended Complaint. Subject to the foregoing, Feyyaz Ocalan and Cassa Housing LLC further state that “counterfeiting” is an incorrect characterization of the claims made by Plaintiff in the Amended Complaint.

**VII. COUNT THREE (Alleged Trademark Dilution Under 15 U.S.C. § 1125(c))**

57. Paragraph 57 of the Amended Complaint consists of legal averments to which Feyyaz Ocalan and Cassa Housing LLC are not required to make a response, and on that basis Feyyaz Ocalan and Cassa Housing LLC deny the same.

58. Paragraph 58 of the Amended Complaint consists of legal averments to which Feyyaz Ocalan and Cassa Housing LLC are not required to make a response, and on that basis Feyyaz Ocalan and Cassa Housing LLC deny the same.

59. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing CASSA Mark” as alleged in Paragraph 53 of the Amended Complaint; Feyyaz Ocalan and Cassa Housing LLC deny that CASSA is “widely recognized by the general consuming public of the United States as a designation of source of the goods or services of the mark’s owner” (15 U.S.C. § 1125(c)(2)(A)) and therefore deny that CASSA is a famous mark which can be subject to an action for trademark dilution; otherwise, Feyyaz Ocalan and Cassa Housing LLC do not have the information necessary to admit or deny the allegations of Paragraph 59 of the Amended Complaint, and for that reason Feyyaz Ocalan and Cassa Housing LLC deny the same. Notwithstanding the foregoing, and subject thereto, Feyyaz Ocalan and Cassa Housing deny the Plaintiff’s CASSA mark is distinctive and also deny that Plaintiff’s CASSA mark has been in substantially exclusive use for five years.

60. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and deny the allegations of Paragraph 60 of the Amended Complaint.

61. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing CASSA Mark” as alleged in

Paragraph 61 of the Amended Complaint. Feyyaz Ocalan and Cassa Housing LLC further deny that they are using the CASSA mark. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 53 of the Amended Complaint.

61. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 61 of the Amended Complaint.

62. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing CASSA Mark” as alleged in Paragraph 62 of the Amended Complaint. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 62 of the Amended Complaint.

62. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and deny the allegations of Paragraph 62 of the Amended Complaint.

63. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 63 of the Amended Complaint.

**VIII. COUNT FOUR (Allegation of Unfair Competition Under 15 U.S.C. § 1125(a))**

64. Paragraph 64 of the Amended Complaint consists of legal averments to which Feyyaz Ocalan and Cassa Housing LLC are not required to make a response, and on that basis Feyyaz Ocalan and Cassa Housing LLC deny the same.

65. Feyyaz Ocalan and Cassa Housing LLC do not have the information necessary to admit or deny the allegations of Paragraph 65 of the Amended Complaint, and for that reason Feyyaz Ocalan and Cassa Housing LLC deny the same.

66. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing CASSA Mark” as alleged in Paragraph 66 of the Amended Complaint. Feyyaz Ocalan and Cassa Housing LLC deny the

allegations of Paragraph 66 of the Amended Complaint.

67. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing CASSA Mark” as alleged in Paragraph 67 of the Amended Complaint. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 67 of the Amended Complaint.

67. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and deny the allegations of Paragraph 67 of the Amended Complaint.

68. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 68 of the Amended Complaint.

69. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing CASSA Mark” as alleged in Paragraph 69 of the Amended Complaint. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 69 of the Amended Complaint.

69. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 69 of the Amended Complaint.

70. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 70 of the Amended Complaint.

#### **VIII. COUNT FIVE (Allegation of Cybersquatting Under 15 U.S.C. § 1125(d))**

71. Paragraph 71 of the Amended Complaint consists of legal averments to which Feyyaz Ocalan and Cassa Housing LLC are not required to make a response, and on that basis Feyyaz Ocalan and Cassa Housing LLC deny the same.

72. Feyyaz Ocalan and Cassa Housing LLC also assert that a mark intended to sound like the Italian and Spanish words for “house”, as alleged in Paragraph 10 of the Amended

Complaint, may not be distinctive when applied to services relating to real estate. Feyyaz Ocalan and Cassa Housing deny the Plaintiff's CASSA mark is distinctive and also deny that Plaintiff's CASSA mark has been in substantially exclusive use for five years. Notwithstanding the foregoing, and subject thereto, Paragraph 72 of the Amended Complaint consists of legal averments to which Feyyaz Ocalan and Cassa Housing LLC are not required to make a response, and on that basis Feyyaz Ocalan and Cassa Housing LLC deny the same.

73. Feyyaz Ocalan and Cassa Housing LLC assert that CASSA HOUSING is a trademark in its own right, no less distinctive than Plaintiff's CASSA mark, and deny that they infringe any trademarks of Plaintiff; accordingly, Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 73 of the Amended Complaint.

74. Feyyaz Ocalan and Cassa Housing LLC assert that CASSA HOUSING is a trademark in its own right and deny that they infringe any trademarks of Plaintiff. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an "Infringing Domain Name" as alleged in Paragraph 72 of the Amended Complaint. Feyyaz Ocalan and Cassa Housing LLC state (as is readily apparent from the WHOIS database maintained and made available to the public by ICANN) that Feyyaz Ocalan registered the domain name cassahousing.com in early 2013, approximately five months before the filing of the trademark applications which resulted in U.S. Trademark Registration Nos. 5,082,510 and 5,293,360, which are alleged in Paragraphs 11 and 12 of the Amended Complaint.

75. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and deny the allegations of Paragraph 75 of the Amended Complaint.

76. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an "Infringing Domain Name" as alleged in

Paragraph 76 of the Amended Complaint. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 76 of the Amended Complaint.

77. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing Domain Name” or “Infringing Website” as alleged in Paragraph 77 of the Amended Complaint. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 77 of the Amended Complaint.

78. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 78 of the Amended Complaint.

79. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing Domain Name” or “Infringing Website” as alleged in Paragraph 79 of the Amended Complaint. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 79 of the Amended Complaint.

80. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing Domain Name” or “Infringing Website” as alleged in Paragraph 80 of the Amended Complaint. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 80 of the Amended Complaint.

#### **VIII. COUNT SIX (Allegation of Unjust Enrichment)**

81. Paragraph 81 of the Amended Complaint consists of legal averments to which Feyyaz Ocalan and Cassa Housing LLC are not required to make a response, and on that basis Feyyaz Ocalan and Cassa Housing LLC deny the same.

82. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 82 of the Amended Complaint.



83. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 83 of the Amended Complaint.

84. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 84 of the Amended Complaint.

85. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 85 of the Amended Complaint.

86. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 86 of the Amended Complaint.

87. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 87 of the Amended Complaint.

**IX. COUNT SEVEN (Allegation Under the Virginia Consumer Protection Act)**

88. Paragraph 88 of the Amended Complaint consists of legal averments to which Feyyaz Ocalan and Cassa Housing LLC are not required to make a response, and on that basis Feyyaz Ocalan and Cassa Housing LLC deny the same.

89. Feyyaz Ocalan and Cassa Housing LLC do not have the information necessary to admit or deny the allegations of Paragraph 89 of the Amended Complaint, and for that reason Feyyaz Ocalan and Cassa Housing LLC deny the same.

90. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing CASSA Mark” or “Infringing Services” as alleged in Paragraph 90 of the Amended Complaint. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 90 of the Amended Complaint.

91. Feyyaz Ocalan and Cassa Housing LLC deny that they infringe any trademarks of Plaintiff and therefore deny that there is an “Infringing CASSA Mark” as alleged in

Paragraph 91 of the Amended Complaint. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 91 of the Amended Complaint.

92. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 92 of the Amended Complaint.

93. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 93 of the Amended Complaint.

94. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 94 of the Amended Complaint.

95. Feyyaz Ocalan and Cassa Housing LLC deny the allegations of Paragraph 95 of the Amended Complaint.

#### **X. GENERAL DENIAL**

96. Feyyaz Ocalan and Cassa Housing LLC generally deny all of the averments of the Amended Complaint except to the extent designated averments or paragraphs are expressly admitted herein.

#### **XI. AFFIRMATIVE DEFENSES AND DEFENSES**

97. Each and every allegation of the foregoing Paragraphs 1-96 is incorporated by reference as if fully restated herein.

98. Feyyaz Ocalan and Cassa Housing LLC began using CASSA HOUSING well before the June 10, 2013 date on which Plaintiff filed the trademark applications resulting in U.S. Trademark Registration Nos. 5,082,510 and 5,293,360 and before either Feyyaz Ocalan or Cassa Housing LLC learned of the existence Plaintiff's alleged CASSA mark.

99. The domain name cassahousing.com was registered well before the June 10, 2013 date on which Plaintiff filed the trademark applications which resulted in U.S. Trademark

Registration Nos. 5,082,510 and 5,293,360 and before either Feyyaz Ocalan or Cassa Housing LLC learned of the existence Plaintiff's alleged CASSA mark.

100. The CASSA HOUSING trademark of Feyyaz Ocalan and Cassa Housing LLC is not identical to Plaintiff's alleged CASSA trademark, and there is sufficient difference between the two to prevent consumer confusion.

101. There has not been actual confusion between their CASSA HOUSING mark and Plaintiff's alleged CASSA mark.

102. Feyyaz Ocalan and Cassa Housing LLC provide housing services to students and interns in the Washington, D.C. metropolitan area, typically with minimum three month leases, while Plaintiff's real estate and hotel businesses are located in New York and focus on daily rental.

103. The Washington, D.C. metropolitan area housing services provided by Feyyaz Ocalan and Cassa Housing LLC are not substitutable for the New York real estate and hotel services provided by Plaintiff because of the geographic distance between the two locations and the difference in typical rental periods.

104. Plaintiff's alleged CASSA mark is not widely recognized by the general consuming public of the United States as a designation of source of the goods or services of the mark's owner.

105. Plaintiff is not harmed as a result of the use by Feyyaz Ocalan and Cassa Housing LLC of their CASSA HOUSING mark.

106. The profits of Feyyaz Ocalan and Cassa Housing LLC are not attributable to any alleged infringement of Plaintiff's CASSA mark.

107. Plaintiff did not bestow a benefit on Feyyaz Ocalan or Cassa Housing LLC.

108. Feyyaz Ocalan and Cassa Housing LLC have been unaware of any benefit Plaintiff may believe it bestowed upon them.

109. Feyyaz Ocalan and Cassa Housing LLC do not infringe Plaintiff's alleged CASSA mark.

110. The use of CASSA HOUSING by Feyyaz Ocalan and Cassa Housing LLC is protected under 15 U.S.C. §§ 1057(c) and 1115(b)(5).

111. The use of CASSA HOUSING by Feyyaz Ocalan and Cassa Housing LLC is not a false designation of origin under 15 U.S.C. § 1125(a).

112. The use by Feyyaz Ocalan and Cassa Housing LLC of CASSA HOUSING does not dilute Plaintiff's alleged CASSA mark pursuant to 15 U.S.C. § 1125(c).

113. The use of CASSA HOUSING by Feyyaz Ocalan and Cassa Housing LLC is not false or misleading or otherwise subject to action under 15 U.S.C. § 1125(a).

114. Feyyaz Ocalan and Cassa Housing LLC did not act in bad faith regarding the registration of the cassahousing.com domain name and have not engaged in cybersquatting against Plaintiff or any other conduct subject to action under 15 U.S.C. § 1125(d).

115. Plaintiff did not unjustly enrich Feyyaz Ocalan and Cassa Housing LLC.

116. Plaintiff did not suffer loss as a result of any conduct by Feyyaz Ocalan or Cassa Housing LLC prohibited by the Virginia Consumer Protection Act.

117. The Amended Complaint fails to state a claim upon which relief can be granted.

119. The Amended Complaint fails to plead fraud with particularity.

120. Plaintiff's claims are barred by the applicable statutes of limitation.

121. Plaintiff's claims are barred by laches.

122. Plaintiff's claims are barred by acquiescence.

123. Plaintiff's claims are barred by waiver.

124. Plaintiff's claims are barred by estoppel.

125. Plaintiff's claims are barred by the doctrine of unclean hands.

126. Feyyaz Ocalan and Cassa Housing LLC avail themselves of each and every defense, in law or in equity, which becomes available or is identified throughout the course of discovery.

### **PRAYER FOR RELIEF**

WHEREFORE, Feyyaz Ocalan and Cassa Housing LLC respectfully pray for Judgment against Plaintiff as follows:

- (1) Ordering Plaintiff take nothing by their Amended Complaint;
- (2) Awarding Feyyaz Ocalan and Cassa Housing LLC their costs and disbursements of this action, including, but not limited to, where appropriate, attorneys' fees and related expenses; and
- (3) Awarding Feyyaz Ocalan and Cassa Housing LLC such other and further relief as this court may deem just and proper.

**JURY DEMAND**

Trial by jury is respectfully demanded on all issues triable to a jury in this matter.

Date: May 23, 2018

Respectfully submitted,

/s/ Robert N. Cook

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Counsel for Defendants  
FEYYAZ OCALAN and CASSA HOUSING LLC

**CERTIFICATE OF SERVICE**

I hereby certify that on May 23, 2018, I will electronically file the foregoing ANSWER AND AFFIRMATIVE DEFENSES OF FEYYAZ OCALAN AND CASSA HOUSING LLC TO FIRST AMENDED COMPLAINT with the Clerk of Court using the Court's Case Management/Electronic Case Filing ("CM/ECF") System, which will send a notification of electronic filing ("NEF") to:

James David Johnson  
Johnson & Martin, P. A.  
500 West Cypress Creek Road, Suite 430  
Fort Lauderdale, FL 33309  
954-790-6700 (voice)  
954-206-0017 (fax)  
david.johnson@johnsonmartinlaw.com  
litigation@johnsonmartinlaw.com  
Counsel for Plaintiff  
ASSA REALTY LLC

There is no party requiring a different form of service under this Court's electronic filing procedures.

/s/ Robert N. Cook

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Counsel for Defendants  
FEYYAZ OCALAN and CASSA  
HOUSING LLC

Date: May 23, 2018